

RECORD OF EXECUTIVE DECISION TAKEN BY AN EXECUTIVE MEMBER

This form **MUST** be used to record any decision taken by the Elected Mayor or an individual Executive Member (Portfolio Holder).
 The form must be completed and passed to the Chief Officer Legal and Democratic Services no later than NOON on the second working day after the day on which the decision is taken. No action may be taken to implement the decision(s) recorded on this form until 7 days have passed and the Chief Officer Legal and Democratic Services has confirmed the decision has not been called in.

1. Description of decision

To approve the receipt of funding from Bedfordshire Luton and Milton Keynes Integrated Care Board (BLMK ICB) of £250,000 to tackle local health inequalities and improve health outcomes.

2. Date of decision

17 January 2024

3. Reasons for decision

To enable a programme of work to be undertaken in Bedford Borough together with integrated care system partners to tackle health inequalities and improve health outcomes.

4. Alternatives considered and rejected

To not accept the funding. This is not recommended as an opportunity will be missed to tackle health inequalities and improve health outcomes in Bedford Borough.

5. How decision is to be funded


The decision will be funded with £250,000 from BLMK ICB.

6. Conflicts of interest

Name of all Executive members who were consulted AND declared a conflict of interest.	Nature of interest	Did Standards Committee give a dispensation for that conflict of interest? (If yes, give details and date of dispensation)	Did the Chief Executive give a dispensation for that conflict of interest? (If yes, give details and the date of the dispensation).

The Mayor has been consulted on this decision

Not Applicable

Signed 

Date: 17 January 2024

Name of Decision Taker: Tom Wootton

This is a public document. A copy of it must be given to the Chief Officer Legal and Democratic Services as soon as it is completed.

Date decision published:17 January 2024.....

Date decision can be implemented if not called in:29 January 2024.....

(Decision to be made exempt from call in.....No.....)

Bedford Borough Council – Report to the Mayor

Date: 17 January 2024

Report by: Chief Officer for Public Health

Subject: Acceptance of Health Inequalities Funding from Bedfordshire Luton and Milton Keynes Integrated Care Board

1. EXECUTIVE SUMMARY

1.1 The purpose of this report is to seek Mayoral approval to accept funding from Bedfordshire Luton and Milton Keynes Integrated Care Board (BLMK ICB) to undertake a programme of work with integrated care system partners to tackle health inequalities and improve health outcomes in Bedford Borough.

2. RECOMMENDATION

2.1 **To approve the receipt of £250,000 health inequalities funding from BLMK ICB.**

3. REASONS FOR RECOMMENDATION

3.1 To enable a programme of work to be undertaken to tackle health inequalities and improve health outcomes in Bedford Borough.

4. THE CURRENT POSITION

4.1 The sum of £250,000 was transferred from BLMK Integrated Care Board to Bedford Borough Council in January 2023, which was used to fund a 'Cost of Living Grant Fund' (£240,000) and support the development of the winter 'Warm Spaces Network' (£10,000). Thirteen grants were awarded to local voluntary and community organisations under the Cost-of-Living Grant Fund to support projects to tackle local health inequalities, including debt and benefits advice, access to fresh food, help with social isolation and digital exclusion, emotional wellbeing support and support for unpaid carers.

- 4.2 It is now proposed that the Council accepts a further £250,000 health inequalities funding in January 2024 to address identified areas of inequality including the availability and affordability of healthier foods, the identification and management of high blood pressure, and the accessibility of screening and immunisation services to health inclusion groups (for example people who experience homelessness and Gypsy, Roma and Traveller communities).

5. **DETAILS**

- 5.1 In 2022/2023 NHS England allocated £200 million to address health inequalities across the country, and in 2023/2024 the investment was added to baseline funding for ICBs. The funding was intended to help systems to ensure that health inequalities were not exacerbated when they are seeking cost savings or efficiencies. It was also intended to support the implementation of the [Core20PLUS5 approach](#) and support inclusive elective waiting list recovery.
- 5.2 The BLMK system was allocated £3.197 million for health inequalities in 2022/2023, and the same amount was added to BLMK ICB baseline funding in 2023/2024. From the £3.197 million the ICB has allocated £250,000 to each local authority 'place' in 2022/2023 and 2023/2024 to tackle local health inequalities priorities.
- 5.3 Local health inequality priorities for 2023/2024 (see section 4.2) have been identified by the Executive Delivery Group, which is a health and care partnership group chaired by the Chief Executive of Bedford Borough Council and which includes senior officers from Bedford Borough Council, BLMK ICB, acute and community NHS trusts, primary care networks and CVS Bedfordshire. The Executive Delivery Group is a subgroup of the Health and Wellbeing Board, and the Health and Wellbeing Board will oversee delivery of the health inequalities projects.

6. **ALTERNATIVES CONSIDERED AND REJECTED**

- 6.1 To not accept the funding. This is not recommended as an opportunity will be missed to tackle health inequalities and improve health outcomes in Bedford Borough.

7. KEY IMPLICATIONS

7.1 Legal Issues	The terms of under which this funding has been provided are set out in a Memorandum of Understanding between Bedford Borough Council and BLMK ICB (Appendix A).
7.2 Policy Issues	None. The health inequalities priorities identified are consistent with the stated priorities of the Bedford Borough Place Based Plan 2019 to 2024.
7.3 Resource Issues	No additional Council funding is required. Officer time will be needed to undertake the proposed work programme.
7.4 Risks	There is a risk that if this funding is not accepted an opportunity will be missed to tackle health inequalities in Bedford Borough.
7.5 Environmental Implications	The environmental implications of accepting the funding are negligible. The environmental implications of any of the resulting funded activities will be assessed during the project planning phase.
7.6 Equalities Impact	Accepting funding to address health inequalities will support Bedford Borough Council's duty to promote equality of opportunity, promote good relations, promote positive attitudes and eliminate unlawful discrimination. The potential equalities impacts of any of the resulting funded activities will be assessed during the project planning phase.
7.7 Impact on Families	Accepting the funding has no direct impact on families. The potential impacts on families of any of the resulting funded activities will be assessed during the project planning phase.
7.8 Community Safety and Resilience	Accepting the funding has no direct impact on community safety and resilience. The potential impacts on community safety and resilience, including impacts on vulnerable people, of any of the resulting funded activities will be assessed during the project planning phase.
7.9 Impact on Health and Wellbeing	Accepting the funding will enable a programme of activities to be developed that will address local health inequalities and improve health outcomes.

8. SUMMARY OF CONSULTATIONS AND OUTCOME

8.1 The following Council units or Officers and/or other organisations have been consulted in preparing this report:

The Mayor
Portfolio Holder for Health, Public Health and Wellbeing
Director of Public Health
Manager (Business Partner) for Childrens, Schools and Public Health
Legal Officer

8.2 No adverse comments have been received.

9. CONTACTS AND REFERENCES

Report Contact Officer	Ian Brown, ian.brown@bedford.gov.uk
File Reference	Not applicable
Previous Relevant Minutes	None
Background Papers	None
Appendices	Appendix A – Memorandum of Understanding

Appendix A

**Bedfordshire, Luton, and Milton Keynes
Integrated Care Board**

Health Inequalities Funding

Memorandum of Understanding

Inequality 2023/24 Scheme(s)

1. PARTIES

1.1 The Parties to this Memorandum of Understanding (“MOU”) are:

Bedfordshire Luton and Milton Keynes Integrated Care Board (BLMK ICB)
Bedford Borough Council (Council)

1.2 Throughout this MOU the following terms shall refer to the following organisations:

Term	Organisation(s)
Commissioning Organisation	Bedfordshire, Luton, and Milton Keynes Integrated Care Board
The Council	Bedford Borough Council

2. BACKGROUND TO THE MOU

2.1 This MOU has been developed to clarify the responsibilities of the Council in the deployment of the Health Inequalities non-recurrent allocation. It provides assurance that the Council are engaged in delivering the work required and sets out the joint commitment to the effective use of the Health Inequalities allocation.

Inequality Funds

2.2 In February 2022 NHS England/Improvement advised that £200 million has been made available through 2023/24 system allocations, targeted towards areas with the greatest health inequalities. The funding is intended to help systems to ensure that health inequalities are not exacerbated when they are seeking cost savings or efficiencies. It is also intended to support the implementation of the Core20PLUS5 approach outlined in the Priorities and Operational Planning Guidance and inclusive elective waiting list recovery.

2.3 The BLMK system was given £3.197 million, and the Inequalities Programme Lead was responsible for developing a proposal to allocate the money across the system.

2.4 The funding is non-recurrent and will cover the period between the commencement of the Scheme(s) and the completion of the schemes.

3 PURPOSE OF THE MOU

3.1 This MOU sets out the:

- 3.1.1 Obligations of the Council - Schedule 2
- 3.1.2 Reporting requirements – Schedules 3, 4 & 5

4. COMMENCEMENT AND PERIOD OF OPERATION

4.1 This MOU will be effective from the date of the Council’s receipt of the funds to the completion of the schemes (as set out in Schedule 2) unless varied in accordance with Clause 8 or terminated in accordance with Clause 9.

4.2 The Council will supply information as requested (and as set out in Schedules 3 & 4) to enable reporting to their own organisation’s Board; when necessary, the Council will report on their Programme of work, feeding into the BLMK Health Inequalities Steering Group.

5. WHAT THE PROVIDER ORGANISATION WILL DELIVER

5.1 The Council will deliver the activities / schemes outlined in Schedule 2 and ensure that the provided funding will only be utilised to deliver these activities / schemes.

6. PRICING OF THE SERVICE

- 6.1 The 2023/24 funding allocation to the Council is set out in Schedule 2. This non- recurrent funding is to be utilised for the completion of the schemes and will be measured against the deliverables/outcomes in Schedule.
- 6.2 The Council must notify Health Inequalities Programme, through the monthly highlight reporting, if slippage is likely to occur.
- 6.3 If the funds are not spent in full by 31st March 2024, both partners will discuss how any unutilised funds are to be used in support of the programme objectives.

7. CONTACT POINTS

- 7.1 This MoU will be monitored by the Council and BLMK ICB. The monthly highlight reports must be completed and sent to the Inequalities Programme Lead a week before each BLMK Health Inequalities Steering group.
- 7.2 The points of contact for the Council and Commissioning Organisation are set out in Schedule 1.

8. VARIATION

- 8.1 This MOU may be modified by a mutually agreed and documented MOU Variation.
- 8.2 Any variation to the MoU which materially changes the partners funding arrangements or outcomes to be delivered must be agreed by both parties.

9. TERMINATION

- 9.1 The Commissioning Organisation and Council may terminate or, notwithstanding clause 8, vary the funding set out in schedule 2 or terminate this MOU if the Council cannot deliver the agreed requirements and alternative scheme(s) cannot be agreed by both parties (see 4.2) to such an extent this is not able to be resolved, either locally or through appropriate escalation.

10. DISPUTE RESOLUTION

- 10.1 Disputes between Commissioning Organisation and the Council are expected to be resolved locally wherever possible. Where issues cannot be resolved, or where they could potentially impact on the delivery of the agreed milestones, they will be escalated to a Senior Responsible Officer in each organisation in a timely manner for resolution.

11. CONFIDENTIALITY, FREEDOM OF INFORMATION AND TRANSPARENCY

- 11.1 Each party agrees to keep confidential all documents relating to or received from the other party under this MOU that are labelled as confidential. Where a party receives a request to disclose Information that the other party has designated as confidential, the receiving party shall consult with the other party before deciding whether the Information is subject to disclosure. The parties agree that this Clause shall survive the expiry or earlier termination of this MOU. For this Clause, "Information" has the meaning given under section 84 of the Freedom of Information Act 2000.
- 11.2 The parties shall co-operate with each other in handling and disposing of requests made to either of them, which are the responsibility under the Freedom of Information Act 2000 of the other.
- 11.3 Both Organisations must cooperate with NHS England in its compliance with transparency requirements.

12. PUBLICITY

- 12.1 The parties shall consult with each other before deciding whether to give any publicity to the matters covered by this MOU.

13. DATA PROTECTION

13.1 The parties warrant that they shall duly observe all their obligations under the Data Protection Act 2018, the UK General Data Protection Regulation (UK GDPR) and any legislation and/or regulations implementing them or made in pursuance of them and any associated legislation that arises in connection with the MOU (“Data Protection Requirements”).

14. INTELLECTUAL PROPERTY RIGHTS

14.1 The parties may use each other’s logos for the purposes of delivering and promoting the services specified in the MOU provided such use is in line with the owner’s guidelines and NHS England’s branding guidelines.

14.2 Any other use of the logo or other intellectual property rights will require express permission in writing from the owner.

15. NO PARTNERSHIP OR AGENCY

15.1 Nothing in this MOU shall be construed as creating a partnership.

15.2 No party shall be deemed to be an agent of any other party and no party shall hold itself out as having authority or power to bind any other party in any way.

15.3 Neither party shall have any liability to the other party for any redundancy costs arising either from delivery of the services or by the termination of the MOU, whether by the passage of time or any earlier termination.

16. LAW AND JURISDICTION

16.1 The Parties recognise that the Agreement is not a legally binding contract but nevertheless will honour, observe and perform as if it was.

Signed for and on behalf of the Commissioning Organisation

Name:

Position:

Signature:

Date:

Signed for and on behalf of the Council

Name:

Position:

Signature:

Date:

Schedule 1 – Contact points

For the **Commissioning** Organisation:

Name	
Role	
Office Address	
Telephone number	
E mail address	

For the **Council**:

Name	
Role	
Office Address	
Telephone number	
E mail address	

**Schedule 2 –
Health Inequality scheme(s) required from the Council**

All funding provided from BLMK ICB to the Council must be spent by 31st March 2024 in line with NHS England's and broader public sector requirements for regularity, propriety, and value for money. The Council is required to adopt an open book approach and may be required to provide access to the Commissioning Organisation's Internal Audit team to verify this.

Funding is provided for the purposes set out below. However, if the funds are not spent in full by 31st March 2024, both partners will discuss how any unutilised funds are to be used in support of the programme objectives

Funding will be provided as follows to the Council:

Council:		
<u>Scheme name / details</u>	<u>Value</u>	<u>Invoicing Arrangements</u>
Total:	£250,000	

The monies as detailed in this agreement will be made available upon receipt by BLMK ICB of an invoice from the Council.

This schedule can be adjusted by further amendments to the MoU once the variation(s) has been agreed.

Schedule 3 – Deliverables for the scheme(s)

Proposed impact and benefit of scheme.

Scheme Name	Proposed Impact and benefits

Schedule 4 – Confirmation of spend (interim)

Confirmation of spend to be provided within the monthly highlight report end using the template below. This should include actual spend against each scheme in addition to forecast outturn.

Scheme Name	YTD Plan £000	YTD Actual £000	Variance £000	Forecast Plan £000	Forecast Actual £000	Variance £000
Scheme 1						
Scheme 2						
Total						

Schedule 5 – confirmation and evidence of spend (final outturn position) and outcomes

1. Confirmation and evidence of final spend to be provided at the end of the scheme.
2. Final report on the quality outcomes and the impacts/benefits of scheme will be provided within a month of the scheme completion.

Scheme Name	Plan £000	Final Actual £000	Final Variance £000	Evidence
Scheme 1				
Scheme 2				
Total				